

EXHIBIT B

From: Mohammed Al Barwani <maalbarwani@nwp6.com>
Sent: Tuesday, May 22, 2012 11:24 AM
To: 'Rene Berlinger'
Cc: 'Wayne Weaver'
Subject: RE: new Dubai Co
Attachments: Image (139).jpg; Image (140).jpg

Dear Rene,

Sorry for the belated response to your message. Please find the scanned copies of the document dully signed by me.
Kindly advise action taken once other formalities if any are completed.
Thank you and best regards,
Mohammed

From: Rene Berlinger [<mailto:berlinger@volante-advisory.ch>]
Sent: 10 April 2012 17:02
To: Mohammed Al Barwani
Cc: Wayne Weaver
Subject: new Dubai Co

Dear Mohammed

Can you please verify the agreement, sign and return to me. It's about the new Co with the new bank account.

Thank you

Regards

Rene

FIDUCIARY AGREEMENT

Between

Muhammed Ahmed Abdulla AL-BARWANI
1986 Way 3923 Block 239.
Muscat Oman

Hereinafter referred to as the "Mandatory"

and

bsb & Consulco
B.Altun
RAK Business Center Fairmont
712/11 The Fairmont Dubai,
Sheikh Zayed Road
P.O. Box 65886
Dubai, U.A.E

Hereinafter referred to as the "Trustee"

WHEREAS the Trustee has agreed to serve as administrator its Bünyamin Altun
holder of the shares of the company.

TARE FINANCE & INVEST LTD.

a company duly organised and existing under the General Corporation Law of Panama
(hereinafter referred to as the "Company");

WHEREAS the Mandator is the ultimate shareholder and beneficial owner of the Com-
pany.

The Administrator and Partner for the company its Bünyamin Altun

NOW THEREFORE the parties hereto agree as follows:

1. The Trustee has accepted to serve as administrator or attorney in fact of the Company.

The Trustee shall hold office in accordance with the requirements of the prevailing
law and the corporate regulations and to their best in the representation and
administration of the Company.

The Trustee keeps the Company's records at its offices at RAK Business Center Fairmont
712/11 The Fairmont Dubai, Sheikh Zayed Road P.O. Box 65886 Dubai, U.A.E



2. The Trustee shall administer the Company pursuant to the instructions received from time to time by the Mandator within the limits imposed by the laws and the requirements of good faith.

In case of death of the Mandator and beneficial owner the Trustee will follow the written instructions received from the Mandator.

3. The Mandator shall indemnify and hold the Trustee harmless from and against all and any liabilities, obligations, losses and expenses incurred by the Trustee in connection with the membership in the board or the mandate itself.
4. The Mandator will personally be liable with all his assets for the obligations, debts, taxes and/or claims against the Company and its Directors or attorneys in fact.
5. The Trustee guarantees that the Company is in good standing and has no obligations and liabilities so far.
6. The Mandator agrees to pay as purchase price for the Company EUR 6'500.-- to the Trustee. In consideration of the obligations assumed hereunder the Trustee will receive an annual fee of EUR 4'200.-- to be paid to the Trustee by the Mandator in the event or to the extent that such fee is not paid by the Company. Furthermore, all reasonably incurred expenses for the Company and necessary travel expenses shall be reimbursed. For administration and management services are agreed with Trustee conditions. Additional the Trustee will receive a fee of through a bank account of the Company.
- The Mandator agrees that all above mentioned fees are, if possible, debited to the account of the company directly.
7. This Agreement can be terminated by each party giving written notice to the other party at 3 Month befor.
8. The present agreement shall be governed by UAE Substantive Law. The place of Jurisdiction shall be Dubai-UAE

Dubai, 05 April 2012

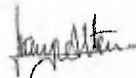
Dubai, 05 April 2012

The Mandatory:

For the Trustee:



Muhammed Ahmed Abdulla AL-BARWANI



Bünyamin Altun